



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

June 27, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**2002-2004 WASTE TIRE AMNESTY DAYS PROGRAM  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the service provided is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for "2002-2004 Waste Tire Amnesty Days Program" to Jean T. Watkins, an individual, d.b.a, Meyer Watkins Associates located in South Pasadena, California. This contract will be for a period of 26 months commencing upon Board approval.
3. Instruct the Chairman to sign the contract.
4. Authorize the contractor to proceed with work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an amount not to exceed \$332,350. This amount is based on the contractor's price to perform the requested services and includes 15 percent for additional hauling and recycling of waste tires that may result from a joint waste tire amnesty day event with the Cities of Lancaster and Palmdale.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action is to award a contract to provide waste tire recycling program management services including promoting and conducting ten waste tire collection events, actively seeking sponsorships and partnerships, and preparing award and grant applications for the County to submit to various agencies or organizations such as the California Integrated Waste Management Board, Solid Waste Association of North America, and National Association of Counties.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Service Excellence and Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to provide services to the public in a timely and effective manner.

### **FISCAL IMPACT/FINANCING**

This contract is for an amount not to exceed \$332,350. This amount represents the contractor's price to perform the requested services and includes 15 percent for additional hauling and recycling of waste tires that may result from a joint waste tire amnesty day event with the Cities of Lancaster and Palmdale. This contract will be for a period of 26 months commencing upon Board approval. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in the 2002-03 and 2003-04 Solid Waste Management Fund budgets to cover the cost of this contract. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, as the service is required on a part-time and intermittent basis.

The contractor has properly executed this contract and County Counsel has approved it as to form.

## **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these waste tire recycling program management services are categorically exempt as specified in Class 1(c) and (d) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On February 28, 2002, proposals were solicited from 518 independent contractors and community business organizations for the 2002-2004 Waste Tire Amnesty Days Program. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On April 8, 2002, three proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff and a representative from the City of Lancaster. The committee's evaluation was based on criteria outlined in the RFP which included proposer's experience, proposer's staff experience, capability, work plan and approach, and cost. Based on this evaluation, Public Works is recommending that this contract be awarded to the most responsive proposer, Jean T. Watkins, an individual, d.b.a, Meyer Watkins Associates of South Pasadena, California.

As requested by your Board, the contractor submitted its safety record which, in our opinion, reflects the contractor's past activities were conducted in accordance with reasonable safety standards.

Evidence of the required Comprehensive General and Automobile Liability Insurance policies naming the County as additional insured and Workers' Compensation insurance will be obtained from the contractor before any work commences.

This contract contains the Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN program participants, to advise employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, and contractor responsibility and debarment.

The Honorable Board of Supervisors  
June 27, 2002  
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Enclosure B reflects each proposer's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Section 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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A:\waste tire program.wpd

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cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," AND JEAN T. WATKINS, an individual, d.b.a., MEYER WATKINS ASSOCIATES hereinafter referred to as "CONTRACTOR."

### WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 8th day of April 2002, hereby agrees to provide waste tire recycling program management services to the satisfaction of the Director of Public Works, as described in the attached Specifications for "2002-2004 Waste Tire Amnesty Days Program."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission an amount not to exceed \$289,000 or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide waste tire recycling program management services to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of  
the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

Jean T. Watkins, an individual, d.b.a.,  
Meyer Watkins Associates

By \_\_\_\_\_  
Jean T. Watkins, Owner